

CONFIDENTIAL

**Sage 200 - Online Service Level Agreement
October 2022**

This Service Level Agreement is supplemental to the Sage 200 Subscription Terms and Conditions and applies to customers who use the Online Solution. Unless otherwise specified, terms used in this Service Level Agreement have the meanings as set out in the Sage 200 Subscription Terms and Conditions.

1. Service Level

1.1. Subject to clause 4 of this Service Level Agreement, we guarantee that the Online Solution shall be available (by which we mean that all features and functionality of the Online Solution are accessible) at least 99.9% of the time, outside Scheduled, Planned and Emergency Maintenance downtime (the “**Service Level**”).

2. Scheduled, Planned and Emergency Maintenance downtime

2.1. Fixed scheduled maintenance windows apply to the Online Solution between 10pm and Midnight UK Time each Friday and on the first Friday of each month from 10pm until 3am UK time on the following Saturday morning (“Scheduled Maintenance”). During this time we may need to restrict or suspend access to the Online Solution and we ask that you do not access or use the Online Solution during this time. This will be communicated to you in advance, where possible and via status.sage.com.

2.2. It may also be necessary to restrict or suspend access to the Online Solution for pre-planned maintenance purposes outside of Scheduled Maintenance (“Planned Maintenance”). Wherever possible, Planned Maintenance downtime will be arranged outside of core working hours. We will give you not less than five calendar days’ notice of Planned Maintenance by sending an email to your Customer Administrator and Sage Partner.

2.3. From time to time, we may also need to restrict or suspend access to the Online Solution at short notice (“Emergency Maintenance”). In such situations, we will try to give you as much notice as is reasonably possible of Emergency Maintenance by sending an email to your Customer Administrator and Sage Partner, and seek to mitigate the impact it may have on your use of the Online Solution. We will also update status.sage.com.

3. Publication and Calculation of Availability Statistics

3.1. Within 10 Business Days of the end of each calendar month, we shall publish the Online Solution availability statistics for the previous month in the Portal or other communication channels we may utilise from time to time. This is available in our Sage Knowledgebase.

3.2. Availability is calculated to the nearest decimal place (utilising the rounding up theory e.g. 99.85 would be rounded up to 99.9) on the basis of the following formula:

$$\left(\frac{((43200 - S) \times C) - (U \times A)}{(43200 - S) \times C} \right) \times 100$$

- **S** is the amount of Scheduled, Planned and Emergency downtime calculated in minutes
- **C** is the total number of customers using the Online Solution
- **U** is the amount of unscheduled downtime which has occurred calculated in minutes for which Sage are responsible for; and
- **A** is the total number of affected customers

4. Service Level Exclusions

4.1. This Service Level Agreement and the Service Level do not apply (and any related periods of unavailability are excluded and disregarded when ascertaining figure U for the calculation in clause 3.2 of this Service Level Agreement) to availability issues that are caused:

- 4.1.1. due to factors outside our reasonable control (including without limitation the availability of the platform as a service, Windows® Azure™, on which the Online Solution runs);
- 4.1.2. by the deployment and use of any customisations or add-ons to the Product;
- 4.1.3. due to your infrastructure, hardware, software or internet service; or
- 4.1.4. as a result of your misuse, acts or omissions, or the misuse, acts or omissions of any Authorised Users, Sage Partner or any third parties you engage.

5. Service Credits

5.1. If we fail to achieve the Service Level in any particular month, you may claim a service credit in accordance with clause 6 of this Service Level Agreement to be applied against your account and deducted from the subsequent invoice we issue to your Sage Partner for your use of the Online Solution. The amount of service credit payable will be determined in accordance with the following table:

Availability Percentage	Service Credit
99% - 99.8%	10% of the net amounts received by us from a Sage Partner for your use of the Online Service during the month in which we failed to achieve the Service Level.
50% - 98.9%	25% of the net amounts received by us from a Sage Partner for your use of the Online Service during the month in which we failed to achieve the Service Level.
Less than 50%	50% of the net amounts received by us from a Sage Partner for your use of the Online Service during the month in which we failed to achieve the Service Level.



- 5.2. Service credits are your sole and exclusive remedy for any breach by us of this Service Level Agreement or a Service Level. If you terminate the service before claiming a service credit on a subsequent invoice, you will not be eligible for a credit against any other Sage product or service and no cash alternatives are available.

6. Service Credit Claims

- 6.1. Service credits have to be claimed from Sage by your Sage Partner on your behalf. To claim a service credit, a Sage Partner must submit a written request by email to us at reseller.services@sage.com for Sage Partners based in the United Kingdom or Republic of Ireland within 5 Business Days of publication of the Online Solution availability statistics under clause 3 of this Service Level Agreement. Failure to comply with this timescale and process will forfeit your right to claim a service credit.
- 6.2. We will acknowledge receipt of a request under clause 6.1 within a reasonable timeframe and the amount to be credited on the subsequent invoice we issue to your Sage Partner for your use of the Online Solution will be communicated to you and your Sage Partner within 3 Business Days.

7. Unavailability Support

- 7.1. If you cannot access the Online Solution or believe your instance is unavailable, you should contact your Sage Partner for support.

